

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA EVANS and BRIAN EVANS,	:	
	:	
Plaintiff	:	
	:	<b>CIVIL CASE NO. 2:15-cv-04095-AB</b>
v.	:	
	:	
FITNESS & SPORTS CLUBS, LLC,	:	
Individually and d/b/a LA FITNESS,	:	
	:	
Defendants	:	
	:	

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**DEFENDANT FITNESS & SPORTS CLUBS, LLC, d/b/a LA FITNESS'  
ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant Fitness & Sports Clubs, LLC, d/b/a LA Fitness, by and through its attorneys, Briggs Law Office, LLC, hereby responds to Plaintiff's Complaint as follows:

1. Denied. After reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph.

2. Denied as stated. Defendant Fitness & Sports Clubs, LLC, is a wholly-owned subsidiary of Fitness International, LLC, d/b/a LA Fitness. It is admitted that it does have Corporate Headquarters at 3161 Michelson Boulevard, Suite 600, Irvine, California 92612. It is also admitted that it has a location at 8000 Easton Road, Wyncote, Pennsylvania 19095. The remaining allegations are denied as conclusions of law.

3. Denied as stated. It is admitted that an LA Fitness location was located at the above-stated address.

4. Denied as a conclusion of law.

5. Denied as a conclusion of law.

6. Denied as a conclusion of law.

7. Denied. After reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

8. Denied. After reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

9. Denied. After reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

10. Denied. After reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

11. Denied. After reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

12. Denied as a conclusion of law. To the extent the allegations contained within said paragraph are deemed other than conclusions of law, said allegations are denied because after reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the

allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

13. Denied as a conclusion of law. To the extent the allegations contained within said paragraph are deemed other than conclusions of law, said allegations are denied because after reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

14. Denied as a conclusion of law. To the extent the allegations contained within said paragraph are deemed other than conclusions of law, said allegations are denied because after reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

15. Denied as a conclusion of law. To the extent the allegations contained within said paragraph are deemed other than conclusions of law, said allegations are denied because after reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

16. Denied as a conclusion of law. To the extent the allegations contained within said paragraph are deemed other than conclusions of law, said allegations are denied because after reasonable investigation, Answering Defendant does not possess sufficient information to admit or deny the

allegations contained within said paragraph. Strict proof is otherwise demanded at the time of trial.

17. Denied.

**COUNT 1**

18. (a-x) Denied as a conclusion of law. To the extent the allegations contained within said paragraph are deemed other than conclusions of law, it is denied that Answering Defendant and/or its employees acted in a negligent and/or careless manner. On the contrary, Answering Defendant acted in a reasonably prudent manner, and with all due care, under the circumstances.

WHEREFORE, Defendant Fitness & Sports Clubs, LLC, d/b/a LA Fitness, demands judgment in its favor and against the Plaintiff, Patricia Evans, along with costs of said action.

**COUNT 2**

19. Denied as a conclusion of law.

WHEREFORE, Defendant Fitness & Sports Clubs, LLC, d/b/a LA Fitness, demands judgment in its favor and against the Plaintiff, Brian Evans, along with costs of said action.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff fails to state a cause of action upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff's cause of action is barred by the applicable Statute of Limitations.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff's injuries were caused in whole or in part by individuals and/or entities which the Answering Defendant had no control over, and/or right to control.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's cause of action is barred and/or limited by her own comparative negligence.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's cause of action is barred by the Doctrine of Assumption of Risk.

**SIXTH AFFIRMATIVE DEFENSE**

Answering Defendant owed no duty to the Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Answering Defendant had no actual and/or constructive notice of the alleged dangerous condition.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff was a trespasser at the time of the incident.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's injuries were not caused by the condition described within the Plaintiff's Complaint.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's cause of action is barred and/or limited by the valid exculpatory clauses contained within the membership agreement between Plaintiff and Defendant.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's alleged injuries were not caused by the conduct of Answering Defendant.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiff's injuries are barred by the doctrine of intervening superceding act.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the terms of her personal training agreement.

**DEMAND FOR JURY**

Defendants hereby request a demand for trial by jury.

Respectfully submitted,

BRIGGS LAW OFFICE, LLC

Date: August 4, 2015

BY:\_\_\_\_\_NWB3521\_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

I, Norman W. Briggs, Esquire, attorney for Defendant Fitness & Sports Clubs, LLC, d/b/a LA Fitness, hereby certify that a true and correct copy of the foregoing Answer and Affirmative Defenses of Defendant Fitness & Sports Clubs, LLC, d/b/a LA Fitness was served upon counsel for Plaintiff by U.S. First Class Mail at the address below:

Thomas J. Seery, Esquire  
The Feinberg Firm, PC  
1800 JFK Boulevard  
Suite 1400  
Philadelphia, PA 19103

Respectfully submitted,

BRIGGS LAW OFFICE, LLC

Date: August 5, 2015

BY:\_\_\_\_\_NWB3521\_\_\_\_\_  
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